

**THE UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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	)	
In re:	)	Chapter 11
	)	
SEARS HOLDING CORPORATION., et al,	)	Case No. 18-23538 (RDD)
	)	
Debtors <sup>1</sup> .	)	Jointly Administered
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**NOTICE OF RECLAMATION DEMAND OF IGNITE USA, LLC**

PLEASE TAKE NOTICE that Ignite USA, LLC (“Ignite”) served a written reclamation demand (the “Demand”) on the above-captioned Debtors and Debtors-in-Possession (collectively, the “Debtors”) on or about October 18, 2018. A copy of the Demand (without enclosures/exhibits) is attached hereto as Exhibit “A.”

PLEASE TAKE FURTHER NOTICE that Ignite hereby provides formal notice to all interested parties of Ignite’s reclamation claims pursuant to, without limitation, Section 546(c) of the United States Bankruptcy Code and Section 2-702 of the Uniform Commercial Code, as made

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<sup>1</sup> The Debtors in these Chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are as follows: Sears Holdings Corporation (0798); Kmart Holding Corporation (3116); Kmart Operations LLC (6546); Sears Operations LLC (4331); Sears, Roebuck and Co. (0680); ServiceLive Inc. (6774); A&E Factory Service, LLC (6695); A&E Home Delivery, LLC (0205); A&E Lawn & Garden, LLC (5028); A&E Signature Service, LLC (0204); FBA Holdings Inc. (6537); Innovel Solutions, Inc. (7180); Kmart Corporation (9500); MaxServ, Inc. (7626); Private Brands, Ltd. (4022); Sears Development Co. (6028); Sears Holdings Management Corporation (2148); Sears Home & Business Franchises, Inc. (6742); Sears Home Improvement Products, Inc. (8591); Sears Insurance Services, L.L.C. (7182); Sears Procurement Services, Inc. (2859); Sears Protection Company (1250); Sears Protection Company (PR) Inc. (4861); Sears Roebuck Acceptance Corp. (0535); Sears, Roebuck de Puerto Rico, Inc. (3626); SYW Relay LLC (1870); Wally Labs LLC (None); Big Beaver of Florida Development, LLC (None); California Builder Appliances, Inc. (6327); Florida Builder Appliances, Inc. (9133); KBL Holding Inc. (1295); KLC, Inc. (0839); Kmart of Michigan, Inc. (1696); Kmart of Washington LLC (8898); Kmart Stores of Illinois LLC (8897); Kmart Stores of Texas LLC (8915); MyGofer LLC (5531); Sears Brands Business Unit Corporation (4658); Sears Holdings Publishing Company, LLC (5554); Sears Protection Company (Florida), L.L.C. (4239); SHC Desert Springs, LLC (None); SOE, Inc. (9616); StarWest, LLC (5379); STI Merchandising, Inc. (0188); Troy Coolidge No. 13, LLC (None); BlueLight.com, Inc. (7034); Sears Brands, L.L.C. (4664); Sears Buying Services, Inc. (6533); Kmart.com LLC (9022); and Sears Brands Management Corporation (5365). The location of the Debtors’ corporate headquarters is 3333 Beverly Road, Hoffman Estates, Illinois 60179.

applicable by various state statutes, for the reclamation of goods sold by Ignite to the Debtors on credit.

PLEASE TAKE FURTHER NOTICE that Ignite reserves all rights, remedies, and defenses as set forth in the Demand.

Dated this 9<sup>th</sup> day of November, 2018.

RENO & ZAHM LLP

By: /s/ Jamie S. Cassel

Jamie S. Cassel (#06200979)  
RENO & ZAHM LLP  
2902 McFarland Road, Suite 400  
Rockford, IL 61107  
(815) 987-4050  
(815) 987-4092  
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**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the **Notice of Reclamation Demand** was electronically filed on this 9<sup>th</sup> day of November, 2018, and served via CM/ECF on all parties requesting electronic notification in this case as well as via U. S. Mail on the Debtors and Debtors' counsel and on the Standard Parties as that term is defined in the Amended Order Implementing Certain Notice and Case Management Procedures (Dkt. 405).

/s/ Jamie S. Cassel

Jamie S. Cassel, Attorney for Ignite USA, LLC

**EXHIBIT "A"**

Reclamation Demand of Ignite USA, LLC



# RENO & ZAHM LLP

ATTORNEYS AND COUNSELORS

JAMIE S. CASSEL  
JSC@RENOZAHM.COM

October 18, 2018

**VIA FEDERAL EXPRESS**

**Tracking No. 773513444616**

Ray C. Schrock, P.C.

Jacqueline Marcus

Garrett A. Fail

Sunny Singh

Weil, Gotshal & Manages LLP

767 Fifth Ave

New York, NY 10153

**VIA FEDERAL EXPRESS**

**Tracking # 773513445049**

Robert A. Reicker

Chief Financial Officer

Sears Holding Corp.

3333 Beverly Road

Hoffman Estates, IL 60179

**Re: Sears Holdings Corporation, et al. (collectively the "Debtors"), Case No. 18-23538 (RDD), Demand for Reclamation of Goods Pursuant to Bankruptcy Code § 546(c) and U.C.C. §2-702 on behalf of Ignite USA, LLC**

Dear Mr. Schrock, Ms. Marcus, Mr. Fail, Mr. Singh, and Mr. Reicker:

I am writing as counsel for Ignite USA, LLC ("Ignite") with respect to the above-referenced, jointly administered Chapter 11 cases, which are currently pending in the United States Bankruptcy Court for the Southern District of New York.

As set forth in the ledger summaries attached as **Exhibit A**, Ignite sold certain goods (collectively the "*Prepetition Invoiced Goods*") to several Debtors including, but not limited to, Sears Holding Corp., Sears, Roebuck and Co., and Kmart Holding Corp.

The Prepetition Invoiced Goods were sold to the Debtors on credit and received by the Debtors while they were insolvent, which insolvency is evidenced, in whole or in part, by the Debtors' filing of Petitions for Relief under Chapter 11 of the United States Code, 11 U.S.C. § 101, et seq. (the "*Bankruptcy Code*") on October 15, 2018 (the "*Petition Date*"). Ignite believes that the Debtors received the Prepetition Invoiced Goods, shipped by Ignite in the 45-day period preceding the Petition Date, or between August 31, 2018, and October 15, 2018 (the "*Reclamation Period*"). The value of the outstanding invoices related to the Prepetition Invoiced Goods is \$13,874.70 with respect to Kmart.

October 18, 2018

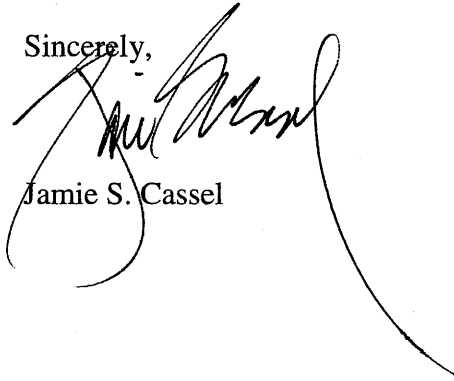
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Demand is hereby made pursuant to 11 U.S.C. § 546(c) and U.C.C. § 2-702 (and the applicable U.C.C. provisions in the states where the bulk of the goods were delivered), for return of the Prepetition Invoiced Goods. Ignite demands the immediate return of the Prepetition Invoiced Goods. In the interim, Ignite demands that the Debtors immediately segregate the Prepetition Invoiced Goods. Please take notice that these goods are not to be sold, used or otherwise transferred except with our written consent or by order of the court of competent jurisdiction entered upon prior notice to the undersigned.

This demand is made without prejudice to Ignite's rights to (a) seek an 11 U.S.C. § 503(b)(9) administrative claim with respect to any portion of the Prepetition Invoiced Goods that were received by the Debtors within twenty (20) days before the Petition Date, (b) assert any lien rights with respect to the Prepetition Invoiced Goods, and (c) seek an 11 U.S.C. § 503(b)(1) administrative claim with respect to any portion of the Prepetition Invoiced Goods that were received by the Debtors after the Petition Date.

If you have any questions regarding the relevant goods or invoices, please do not hesitate to contact the undersigned at (815) 987-4050.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jamie S. Cassel', is written over the typed name. The signature is fluid and cursive.

Jamie S. Cassel

JSC:ssl

Enclosures